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STATE COMMERCE COMMISSION

Agreement and Assignment

Dated as of August 15, 1972

between

FRUIT GROWERS EXPRESS COMPANY,
as Manufacturer

and

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
as Agent

AGREEMENT AND ASSIGNMENT dated as of August 15, 1972, between FRUIT GROWERS EXPRESS COMPANY (hereinafter called the Manufacturer) and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, with offices at Two Hopkins Plaza, Baltimore, Maryland 21201, acting as Agent under a Finance Agreement dated as of August 15, 1972 (hereinafter called the Finance Agreement), said Agent, so acting, being hereinafter called the Assignee.

WHEREAS, the Manufacturer, BANKERS TRUST COMPANY, as Trustee (hereinafter called the Trustee) under a Trust Agreement dated as of August 15, 1972, with GENERAL ELECTRIC CREDIT CORPORATION (hereinafter called the Trust Agreement) and ST. LOUIS REFRIGERATOR CAR COMPANY (hereinafter called the Lessee) have entered into a Conditional Sale Agreement dated as of August 15, 1972 (hereinafter called the Conditional Sale Agreement), covering the construction, sale and delivery, on the conditions therein set forth, by the Manufacturer and the purchase by the Trustee of the railroad equipment described in Annex B to the Conditional Sale Agreement (said equipment being hereinafter called the Equipment);

Now, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (hereinafter called this Assignment) WITNESSETH: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Assignee to the Manufacturer, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained:

SECTION 1. The Manufacturer hereby assigns, transfers and sets over unto the Assignee, its successors and assigns:

(a) All the right, security title and interest of the Manufacturer in and to each unit of the Equipment;

(b) All the right, title and interest of the Manufacturer in and to the Conditional Sale Agreement (except the right to construct and deliver the Equipment and the right to receive the payments specified in subparagraph (a) of the third paragraph of Article 3 thereof, and reimbursement for taxes paid or incurred by the Manufacturer), and except as aforesaid in and to any and all amounts which may be or become due or owing to the Manufacturer under the Conditional Sale Agreement on account of the indebtedness in respect of the Purchase Price (as defined in the Conditional Sale Agreement) of the Equipment and interest thereon and in and to any other sums becoming due from the Trustee or the Lessee

under the Conditional Sale Agreement, other than those hereinabove excluded; and

(c) Except as limited by subparagraph (b) of this paragraph, all the Manufacturer's rights, titles, powers, privileges and remedies under the Conditional Sale Agreement;

without any recourse, however, against the Manufacturer for or on account of the failure of the Trustee to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement; *provided, however*, that this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the obligations of the Manufacturer to deliver the Equipment in accordance with the Conditional Sale Agreement or with respect to its warranties and agreements contained or referred to in Articles 13 and 14 of the Conditional Sale Agreement or relieve the Trustee from its obligations to the Manufacturer contained or referred to in Articles 1, 2, 3, 9, 13 and 14 of the Conditional Sale Agreement, it being understood and agreed that, notwithstanding this Assignment, or any subsequent assignment pursuant to the provisions of Article 15 of the Conditional Sale Agreement, all obligations of the Manufacturer to the Trustee with respect to the Equipment shall be and remain enforceable by the Trustee, its successors and assigns, against and only against the Manufacturer. In furtherance of the foregoing assignment and transfer, the Manufacturer hereby authorizes and empowers the Assignee in the Assignee's own name, or in the name of the Assignee's nominee, or in the name of and as attorney, hereby irrevocably constituted, for the Manufacturer, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and compliance by the Trustee and the Lessee with the terms and agreements on their parts to be performed under the Conditional Sale Agreement, but at the expense and liability and for the sole benefit of the Assignee.

SECTION 2. The Manufacturer covenants and agrees that it will construct and deliver the Equipment to the Trustee in accordance with the provisions of the Conditional Sale Agreement; and that, notwithstanding this Assignment, it will perform and fully comply with each and all of the covenants and conditions of the Conditional Sale Agreement to be performed and complied with by the Manufacturer. The

Manufacturer further covenants and agrees with, and warrants to, the Assignee and the Trustee that at the time of delivery of each unit of the Equipment to the Trustee under the Conditional Sale Agreement it will have legal title to such unit and good and lawful right to sell such unit, free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Trustee under the Conditional Sale Agreement and the rights of the Lessee under the Lease (as defined in the Conditional Sale Agreement), and that the obligation of the Trustee to pay the Purchase Price of such unit and interest thereon in accordance with the terms of the Conditional Sale Agreement will not be subject to any defense, setoff or counterclaim whatsoever; and the Manufacturer further covenants and agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to said delivery of such unit by the Manufacturer to the Trustee; all *subject, however*, to the provisions of the Conditional Sale Agreement and the rights of the Trustee thereunder. The Manufacturer will not deliver any of the Equipment to the Trustee under the Conditional Sale Agreement until the Conditional Sale Agreement and the Lease have been filed pursuant to Section 20c of the Interstate Commerce Act.

The Manufacturer agrees that in any suit or proceeding brought by the Assignee to collect any instalment of the indebtedness in respect of the Purchase Price of the Equipment, or interest thereon or any other payment due under the Conditional Sale Agreement, or to enforce any provision of the Conditional Sale Agreement, the Manufacturer will indemnify and hold harmless the Assignee from and against all expense, loss or damage suffered by reason of any defense, setoff or counterclaim whatsoever of the Trustee or the Lessee arising out of the breach by the Manufacturer of any obligation with respect to the Equipment or the construction, delivery or warranty thereof, or under Articles 13 and 14 of the Conditional Sale Agreement, or by reason of any defense, setoff or counterclaim whatsoever arising by reason of any other liability at any time of the Manufacturer to the Trustee or the Lessee. The Assignee will give notice to the Manufacturer of any suit or proceeding by the Assignee herein described, and will move or take other appropriate action, on the basis of Article 15 of the Conditional Sale Agreement, to strike any defense, setoff or counterclaim asserted by the Trustee or the Lessee therein, and if the court or other body

having jurisdiction in such suit or proceeding denies such motion or other action and accepts such defense, setoff or counterclaim as a triable issue in such suit or proceeding, the Assignee will notify the Manufacturer thereof and the Manufacturer will thereafter be given the right by the Assignee, at the Manufacturer's expense, to settle or defend such defense, setoff or counterclaim.

To the extent set forth or referred to in Article 14 of the Conditional Sale Agreement, the Manufacturer agrees to indemnify, protect and hold harmless the Assignee from, and against any and all liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Assignee or its assigns because of the use of any design, process, combination, article or material infringing or claimed to infringe on any patent or other right in or about the construction or operation of the Equipment, or any unit thereof.

The Manufacturer agrees that any amount payable to it by the Trustee, whether pursuant to the Conditional Sale Agreement or otherwise, not hereby assigned to the Assignee, shall not be secured by any claim, lien, security interest or other encumbrance on any units of the Equipment in respect of which the Assignee pays to the Manufacturer the amount to be paid under Section 5 hereof.

SECTION 3. The Manufacturer will cause to be plainly, distinctly, permanently and conspicuously marked on each side of each unit of the Equipment, at the time of delivery thereof to the Trustee, in letters not less than one inch in height, the following legend:

"MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
AGENT-SECURED PARTY".

SECTION 4. Upon request of the Assignee, its successors and assigns, the Manufacturer will execute any and all instruments which may be necessary or proper in order to discharge of record the Conditional Sale Agreement or any other instrument evidencing any interest of the Manufacturer therein or in the Equipment.

SECTION 5. The Assignee, on each Closing Date fixed as provided in Article 3 of the Conditional Sale Agreement with respect to a Group (as defined in said Article 3) of Equipment, shall pay to the Manufacturer an amount equal to that portion of the Purchase Price (as

defined in said Article 3) of such Group not required to be paid pursuant to subparagraph (a) of the third paragraph of said Article 3, provided that there shall have been delivered to the Assignee (with a signed counterpart to the Trustee) the following documents, in such number of counterparts or copies as may reasonably be requested, in form and substance satisfactory to it and to its special counsel hereinafter mentioned:

(a) Bill of Sale from the Manufacturer to the Assignee, confirming the transfer to the Assignee of security title to the units of the Equipment in the Group and warranting to the Assignee and to the Trustee that at the time of delivery to the Trustee under the Conditional Sale Agreement the Manufacturer had legal title to such units and good and lawful right to sell such units and title to such units was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Trustee under the Conditional Sale Agreement and the rights of the Lessee under the Lease.

(b) Certificate or Certificates of Acceptance with respect to the units of Equipment in the Group as contemplated by Article 2 of the Conditional Sale Agreement and the Certificate or Certificates of Acceptance pursuant to § 1 of the Lease.

(c) Certificate of an officer of the Lessee to the effect that prior to delivery and acceptance of units of the Equipment under the Conditional Sale Agreement and the Lease, none of the units of the Equipment was placed in the service of the Lessee or otherwise was used by the Lessee.

(d) Invoices addressed to the Trustee for the units of the Equipment in the Group accompanied by or having endorsed thereon a certification by the Trustee and the Lessee as to the correctness of the prices of such units as set forth in said invoices.

(e) The following documents shall have been duly authorized, executed and delivered by the respective parties thereto and shall be in full force and effect on the date of such payment:

(i) the Finance Agreement;

(ii) the Conditional Sale Agreement;

(iii) this Assignment;

(iv) the Lease;

(v) the Collateral Assignment of Lease dated as of August 15, 1972 between the Trustee and the Assignee (the "Collateral Assignment");

(vi) the Guarantee Agreement dated as of August 15, 1972 between Anheuser-Busch, Incorporated and the Lessee (the "Guarantee Agreement"), and the related Letter Agreement dated as of August 15, 1972 among Anheuser-Busch, Incorporated, the Lessee, the Trustee and the Assignee (the "Letter Agreement"); and

(vii) the Sublease dated as of August 15, 1972 between the Lessee and Manufacturers Railway Company (the "Sublease").

(f) The conditions specified in clauses (b), (c) and (d) of the ninth paragraph of Article 3 of the Conditional Sale Agreement shall have been satisfied.

(g) Opinion dated such Closing Date of counsel for Anheuser-Busch, Incorporated, addressed to the Assignee and the Trustee, to the effect that (i) Anheuser-Busch, Incorporated is a duly organized and existing corporation in good standing under the laws of the State of Missouri and has the power and authority to enter into and perform the Guarantee Agreement and the Letter Agreement, (ii) the Guarantee Agreement and the Letter Agreement have been duly authorized, executed and delivered by Anheuser-Busch, Incorporated and are the legal, valid and binding obligations of Anheuser-Busch, Incorporated enforceable in accordance with their respective terms, and (iii) execution, delivery and performance by Anheuser-Busch, Incorporated of the Guarantee Agreement and the Letter Agreement do not violate any of the provisions of the Articles of Incorporation or By-laws of Anheuser-Busch, Incorporated or any statute, law or governmental regulation applicable to Anheuser-Busch, Incorporated or, to the knowledge of such counsel after due inquiry, of any indenture, agreement or other instrument, license, judgment or order applicable to Anheuser-Busch, Incorporated. Such opinion may state that such counsel expresses no opinion as to laws other than the laws of the State of Missouri and the federal laws of the United States.

(h) Opinion dated such Closing Date of counsel for Manufacturers Railway Company, addressed to the Assignee and the Trustee, to the effect that (i) Manufacturers Railway Company is a duly organized and existing corporation in good standing under the laws of the State of Missouri and has the power and authority to enter into and perform the Sublease, (ii) the Sublease has been duly authorized, executed and delivered by Manufacturers Railway Company and is the legal, valid and binding obligation of Manufacturers Railway Company enforceable in accordance with its terms, and (iii) execution, delivery and performance by Manufacturers Railway Company of the Sublease does not violate any

of the provisions of the Articles of Incorporation or By-laws of Manufacturers Railway Company or any statute, law or governmental regulation applicable to Manufacturers Railway Company or, to the knowledge of such counsel after due inquiry, of any indenture, agreement or other instrument, license, judgment or order applicable to Manufacturers Railway Company. Such opinion may state that such counsel expresses no opinion as to laws other than the laws of the State of Missouri and the federal laws of the United States.

(i) Opinion dated such Closing Date of counsel for the Lessee, addressed to the Assignee and the Trustee, to the effect that: (i) the Lessee is duly established, validly existing and in good standing as an unincorporated common law trust in conformity with the laws of the State of Missouri and has full power and authority to own its properties and to carry on its business as now conducted, (ii) the Lessee has the power and authority to enter into and perform the Lease, the Sublease, the Conditional Sale Agreement, the Finance Agreement, the Guarantee Agreement and the Letter Agreement, (iii) the documents referred to in (ii) above have been duly authorized, executed and delivered by the Lessee and are the legal, valid and binding obligations of the Lessee enforceable in accordance with their respective terms, (iv) the execution, delivery and performance by the Lessee of the documents referred to in (ii) above do not violate any of the provisions of the Articles of Association of the Lessee, or any regulations adopted by the Lessee for the conduct of its business, or any statute, law or governmental regulation applicable to the Lessee or, to the knowledge of such counsel after due inquiry, of any indenture, agreement or other instrument, license, judgment or order applicable to the Lessee, and (v) security title to the units of the Equipment in the Group is validly vested in the Assignee and such units, at the time of delivery thereof to the Trustee under the Conditional Sale Agreement, were free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Trustee under the Conditional Sale Agreement and the rights of the Lessee under the Lease. Such opinion may state that such counsel expresses no opinion as to laws other than the laws of the State of Missouri and the federal laws of the United States.

(j) Opinion dated such Closing Date of Messrs. Mayer, Brown & Platt, who are acting as special counsel for the Assignee and for the Investors referred to in the Finance Agreement, addressed to the Assignee, stating that (i) the Finance Agreement has been duly authorized, executed and delivered by the Lessee, the Trustee and the Trustor and is a valid instrument binding on such parties,

(ii) the Conditional Sale Agreement, this Assignment, the Lease, the Sublease, the Collateral Assignment, the Guarantee Agreement and the Letter Agreement have been duly authorized, executed and delivered by the respective parties thereto and are valid and binding instruments enforceable in accordance with their respective terms, (iii) the Certificates of Interest issued to the Investors on such Closing Date pursuant to the Finance Agreement have been duly executed and delivered by the Assignee and are valid and binding instruments enforceable in accordance with their terms, (iv) the Assignee is vested with all the rights, titles, interests, powers, privileges and remedies purported to be assigned to it by this Assignment, (v) security title to the units of the Equipment in the Group is validly vested in the Assignee and such units, at the time of delivery thereof to the Trustee under the Conditional Sale Agreement, were free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Trustee under the Conditional Sale Agreement and the rights of the Lessee under the Lease, and (vi) registration of the Conditional Sale Agreement, this Assignment or the Certificates of Interest delivered pursuant to the Finance Agreement is not required under the Securities Act of 1933, as amended, and qualification of an indenture with respect thereto is not required under the Trust Indenture Act of 1939, as amended; and such opinion shall cover such other matters as the Assignee or the Investors may reasonably request. Such opinion may state that: (1) to the extent that the opinions set forth in such opinion are also stated in, or involve conclusions stated in, the opinions referred to in subparagraphs (g), (h), (i), (k) and (l) of the first paragraph of this Section 5, such counsel has relied without independent investigation or verification upon the opinions referred to in said subparagraphs; and (2) that such counsel has relied as to any matters governed by the law of New York on the opinions of counsel referred to in subparagraph (k) of the first paragraph of this Section 5 as to such matters, and as to any matters governed by the laws of any jurisdiction other than New York or the United States, on the opinions of counsel referred to in subparagraphs (g), (h), (i) and (l) of the first paragraph of this Section 5.

(k) Opinions dated such Closing Date of counsel for the Trustee and/or the Trustor under the Trust Agreement addressed to the Assignee, to the effect set forth in clause (v) of subparagraph (j) above and stating that (i) the Trust Agreement has been duly authorized, executed and delivered by each of the parties thereto and constitutes a valid, binding and effective agreement and declaration of trust in accordance with the terms thereof, and the trust

intended to be created by the Trust Agreement has been duly created and is validly existing, and (ii) the Conditional Sale Agreement, the Lease, the Collateral Assignment and the Letter Agreement have been duly authorized, executed and delivered by the Trustee, and the Finance Agreement has been duly authorized, executed and delivered by the Trustee and the Trustor, and are valid and binding instruments enforceable in accordance with their terms. Such opinions may state that such counsel have relied as to any matters governed by the laws of any jurisdiction other than New York or the United States, on the opinions referred to in subparagraphs (i) and (l) as to such matters.

(l) Opinion dated such Closing Date of counsel for the Manufacturer addressed to the Assignee and the Trustee, to the effect set forth in clauses (iv) and (v) of subparagraph (j) above and stating that (i) the Manufacturer is a duly organized and existing corporation in good standing under the laws of the jurisdiction of its incorporation, and has the power and authority to own its properties and to carry on its business as now conducted, and (ii) the Conditional Sale Agreement and this Assignment have been duly authorized, executed and delivered by the Manufacturer and are valid instruments binding upon the Manufacturer and enforceable against the Manufacturer in accordance with their terms.

(m) Opinion dated such Closing Date of Messrs. LaRoe, Winn & Moerman, who are acting as special counsel for the Lessee, addressed to the Assignee and the Trustee, stating that (i) no approval of the Interstate Commerce Commission or any other governmental authority is necessary for the execution and delivery of the Finance Agreement, the Lease, the Sublease, the Collateral Assignment, the Conditional Sale Agreement, this Assignment, the Guarantee Agreement or the Letter Agreement, or if any approval is necessary it has been obtained, and (ii) the Lease, the Sublease, the Collateral Assignment, the Conditional Sale Agreement and this Assignment have been duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and no other filing or recordation is necessary for the protection of the rights of the Assignee or the Trustee in any state of the United States of America.

(n) Such other documents and evidence with respect to the Lessee and the Trustee as the Assignee may reasonably request in order to establish the consummation of the transactions contemplated by this Agreement, the taking of all proceedings necessary to authorize such transactions and compliance with the conditions set forth in this Section 5.

(o) Unless payment of the amount payable pursuant to subparagraph (a) of the third paragraph of Article 3 of the Conditional Sale Agreement shall be made by the Assignee with funds furnished to it for that purpose by the Trustee, a receipt from the Manufacturer for such payment.

In giving the opinions specified in this Section 5, counsel may assume the due authorization, execution and delivery of any agreement referred to therein by the parties thereto other than the party represented by such counsel and qualify any opinion to the effect that any agreement is a valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally. In giving the opinions specified in subparagraphs (i), (j) and (k) of the first paragraph of this Section 5, counsel may in fact rely as to the title to the units at the time of delivery to the Trustee upon the opinion of counsel for the Manufacturer. The opinions of counsel referred to in subparagraphs (g), (h), (i), (j), (k) and (l) may state that no opinion is expressed as to compliance with the Interstate Commerce Act.

The obligation of the Assignee hereunder to make payment for any Group of the Equipment is hereby expressly conditioned upon the Assignee's having received, pursuant to the terms of the Finance Agreement, sufficient funds available thereunder for such payment and upon payment by the Trustee of the amount required to be paid by it pursuant to subparagraph (a) of the third paragraph of Article 3 of the Conditional Sale Agreement.

The Assignee shall not be obligated to make any of the above-mentioned payments at any time while an event of default, or any event which with the lapse of time and/or demand provided for in the Conditional Sale Agreement could constitute an event of default, shall be subsisting under the Conditional Sale Agreement.

In the event that the Assignee shall not make any payment to be made by it as herein provided, the Assignee shall reassign to the Manufacturer, without recourse to the Assignee, all right, title and interest of the Assignee in and to the units of Equipment with respect to which such payment has not been made by the Assignee.

SECTION 6. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any

payments due or to become due to it from the Trustee thereunder. In the event of any such assignment any such subsequent or successive assignee or assignees shall, to the extent of such assignment, and upon giving the written notice required in Article 15 of the Conditional Sale Agreement, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 7. The Manufacturer hereby:

(a) represents and warrants to the Assignee, its successors and assigns, that the Conditional Sale Agreement and this Assignment were duly authorized and lawfully executed and delivered by it for a valid consideration and that (assuming due authorization, execution and delivery by the Trustee and the Lessee) they are valid and existing agreements binding upon the Manufacturer; and

(b) covenants and agrees that it will from time to time and at all times, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary or appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be.

SECTION 8. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of New York; *provided, however*, that the parties shall be entitled to all the rights conferred by Section 20c of the Interstate Commerce Act, such additional rights arising out of the filing, recording or depositing of the Conditional Sale Agreement and this Assignment as shall be conferred by the laws of the several jurisdictions in which the Conditional Sale Agreement or this Assignment shall be filed, recorded or deposited, or in which any unit of the Equipment shall be located, and any rights arising out of the marking on the units of the Equipment.

SECTION 9. This Assignment may be executed in any number of counterparts, but the counterpart delivered to the Assignee shall be deemed to be the original counterpart. Although this Assignment is dated as of August 15, 1972, for convenience only, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

FRUIT GROWERS EXPRESS COMPANY

[CORPORATE SEAL]

by *J. J. Quinn*
President

Attest:

R. J. Sauter
Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

[CORPORATE SEAL]

by *N. L. M...*
Corporate Trust Officer

Attest:

T. E. Soule
Assistant Corporate Trust Officer

DISTRICT OF COLUMBIA, }
CITY OF WASHINGTON } s.:

On this ^{15th} day of September, 1972, before me personally appeared J. J. Quinn, to me personally known, who, being by me duly sworn, says that he is President of FRUIT GROWERS EXPRESS COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



.....
Notary Public

[NOTARIAL SEAL]

My Commission Expires: *Oct. 14, 1972*

STATE OF NEW YORK, }
COUNTY OF NEW YORK } ss.:

On this 14th day of September, 1972, before me personally appeared *N.L. Mason*, to me personally known, who, being by me duly sworn, says that he is a Corporate Trust Officer of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


.....
Notary Public
OLIVIA TREGLIO
Notary Public, State of New York
No. 31-4015670
Qualified in New York County
Commission Expires March 30, 1973

[NOTARIAL SEAL]

My Commission Expires:

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment is hereby acknowledged as of August 15, 1972.

BANKERS TRUST COMPANY, as Trustee
under a Trust Agreement dated as
of August 15, 1972,

by

Romano Illuso
Assistant Vice President

ST. LOUIS REFRIGERATOR CAR COMPANY

by

R. W. Schmid
President